

## **EXHIBIT C**

## RETAINER AGREEMENT

**Susan Bartlett** ("Client") hereby retains HACH & ROSE, LLP ("the Firm"), to represent client with regard to his claims against the \_\_\_\_\_ and any other suitable defendants for torts and civil rights violations based upon the violation of the applicable State and/or Federal Statutes. In consideration for legal services rendered, HACH & ROSE, LLP, shall be compensated as follows:

HACH & ROSE, LLP will receive thirty-three (33.3%) percent of the gross recovery obtained by settlement or verdict of any claim or lawsuit commenced on the client's behalf. The Firm's portion of the gross recovery does not include any attorneys' fees recovered as a result of litigation pursuant to any statute specifically but not exclusively Title 42 Section 1988. The Firm entitlement to the 33.3% of gross recovery shall in no way be impacted by any attorney's fees application made in relation to this matter. If an attorneys' fee application is granted HACH & ROSE, LLP, shall receive the full sum of the attorneys' fees granted.

The client shall pay all reasonable expenses including, but not limited to, filing fees, service of process fees, deposition expenses, court fees, postage, transportation expenses, photocopying, on-line legal research and any other reasonable fees. The expenses shall be deducted from the gross recovery, if any. With regard to the above expenses, the client agrees to pay photocopying expenses, transportation expenses at the prevailing IRS rate and Westlaw Research at a flat \$35 per session fee unless research outside of the Firm's Westlaw plan is required. If in the firm's sole discretion, research is required outside of the Firm's Westlaw plan, the client will be required to reimburse the Firm for the actual cost of such research. All expenses shall be advanced by the Firm although the client remains accountable for same regardless of the outcome of the litigation.

The client is advised that in order for the firm to properly protect the client's interests, it may be necessary to retain outside experts as appraisers, actuaries, accountants, doctors or other

specialists. You will be responsible for the costs incurred for any such service, which in some cases may have to be paid in advance depending upon the requirements of the particular expert. No expert or appraiser shall be retained without your prior approval.

It is further understood that this agreement does not apply to any appeals or post-judgment actions, proceedings, or applications and that, if such engagement were to be accepted by this firm in the future, the firm's representation would have to be evidenced by execution of another and separate Retainer Agreement. However, this retainer agreement in no way obligates the firm to accept any such engagement in the future.

While the firm seeks to avoid any fee disputes with our clients, and rarely have we had such disputes, in the even such a dispute does arise, the client is advised that he has the right, at his discretion, to seek arbitration to resolve the fee dispute. In such event, the firm shall advise the client in writing by certified mail that he has 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and the firm shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both the client and this firm.

The firm has informed the client that pursuant to court rule, the firm is required, as your attorneys, to certify court papers submitted by the client which contain statements of fact, and specifically to certify that the firm has no knowledge that the substance of the submission is false. Accordingly, the client agrees to provide the firm with complete and accurate information which forms the basis of court papers and to certify in writing to the firm, prior to the time the papers are actually submitted to the Court, the accuracy of the court submissions which the firm will prepare on the client's behalf, and which the client shall review and sign.

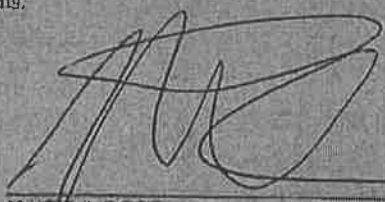
It is specifically acknowledged by the client that the firm has not made representations to the client, express or implied, as to the outcome of this matter. The client further acknowledges that the firm has not guaranteed and cannot guarantee the success of any action taken on the client's behalf.

The client is aware of the hazards of litigation and acknowledges that the firm has made no guarantees of the disposition of any phase of the matter for which the client has retained this firm.

The client acknowledges that he has read this agreement in its entirety, has had full opportunity to consider its terms, and has had full and satisfactory explanation of same, and fully understands its terms and agrees to such terms.

Dated: New York, New York  
April 7, 2015

4/7/15  
DATE

  
HACH & ROSE, LLP

4/7/15  
DATE

  
Client: Susan Bartlett